

PETER B. BUNTING (State Bar No. 124104)
Attorney at Law
2501 West Shaw Avenue, Suite 119
Fresno, CA 93711
(559) 226-4030 – Telephone
(559) 226-4148 - Facsimile
e-mail: info@peterbbuntinglaw.com

Attorney for Debtors Perez

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO

In Re:

Chapter 13
Case No.: 15-13604
DC No. PBB-1

Mario Francisco Perez
and Diana Valenzuela Perez,
dba Mario's Landscaping,
dba Apartamentos Los Olivos

Debtors.

HEARING

Date: September 24, 2015
Time: 10:00 A.M.
Ctrm: 11
Dept. A (5th Floor)
United States Bankruptcy Court
2500 Tulare Street
Fresno CA 93721-1318

[HONORABLE FREDERICK E. CLEMENT]

**DECLARATION OF MARIO PEREZ IN SUPPORT OF
MOTION FOR AUTHORITY TO USE CASH COLLATERAL**

I, Mario Francisco Perez, am the debtor-husband in the above-captioned bankruptcy case.

Except as to those matters I have personal knowledge of the facts stated herein and if called upon, I would competently testify thereto.

1. I own in fee simple, and as my separate property, the Apartamentos Los Olivos
2 located at 1715 N. Street Firebaugh, California 93622 (Apartment Complex). I am familiar with
3 the Motion for Authority to Use Cash Collateral (“Motion”) and the Exhibits filed in support
4 thereof. All information contained in the Motion and the supporting documents is true and
5 correct to the best of my knowledge.

6. 2. By this Motion, I seek to obtain the court’s permission to use cash collateral to
7 pay for the expenses of running the apartment complex.

8. 3. I have no other source of income sufficient to provide for the maintenance of the
9 property without the use of cash collateral.

10. 4. I intend to hire my father, Roberto Perez, as the apartment manager. (Manager)

11. 5. This cash collateral will be used to hire the Manager at the rate of \$1200 per
12 month. His duties will include: collection of the rent from the tenants, maintenance of the
13 apartments and making necessary repairs. He will also be in charge of maintaining the landscape
14 of the Apartment Complex.

16. 6. The Manager speaks fluent Spanish as do all of the Apartment Complex tenants.
17 He has a very good relationship with the tenants.

18. 7. There is an urgent need to paint an epoxy sealant on half of the roof of the
19 Apartment Complex. (The other half is already painted.) Without this sealant, the roof will leak
20 when it rains in a few months. Cost of materials for the roof repair is about \$500 for the sealant.
21 The Manager will perform the work as part of his duties at no additional cost.

23. 8. We need to replace some sheetrock at \$10.00 per sheet and replace some exhaust
24 fans at a price of about \$16.00 each. Cost of labor is included in the Manager’s fees and I will
25 do some of the work myself. There is also need to repair appliances, exhaust fans, cracked

1 concrete that has pushed up due to root growth, and other miscellaneous items. These repairs are
2 necessary, but not so bad as to endanger health, safety or welfare of the tenants. These and any
3 other necessary repairs will be remedied by the Manager in due course.

4 9. Several smoke detectors need to be replaced or installed at an estimate cost of
5 about \$20 each. Also, I will purchase 25 water heater straps to secure the water heaters at a cost
6 of approximately \$500 (\$20 or less per water heater strap). Again, labor costs are included in the
7 Manager's salary and/or I will do the work personally.

8 10. There was discord between my father and mother and as a result my father
9 stopped doing repairs to the apartment complex for the last eight months. He has now decided to
10 return to work and has agreed to manage the apartments as described above.
11

12 11. The cash collateral will also be used to pay hazard insurance premiums. (The
13 mortgage insurance is paid with the mortgage payments in an impound account.)

14 12. The cash collateral will also be used to pay the bankruptcy administrative fees and
15 the monthly rent of the apartment through the plan to U.S. Bank, the secured creditor.

16 13. Aside from U.S. Bank, there are no other creditors with valid security interests in
17 the Apartment Complex. There are two abstracts of judgment recorded against me in the Fresno
18 Hall of Records, however those liabilities have been fully satisfied by payment of an agreed
19 settlement amount. My attorney informs me that these debts have been "discharged by accord
20 and satisfaction".
21

22 14. I do not owe any vendor's liens.

23 15. In the event the court believes it is appropriate to grant the secured creditor U.S.
24 Bank a replacement lien or liens as adequate protection for the use of cash collateral, I seek the
25 granting of such replacement lien or liens.
26

16. Filed concurrently herewith in support of the Motion is a copy of the operating budget for the Apartment Complex for the next year. The month of October 2015 should be exactly the same except I will have to go out-of-pocket to purchase materials for repairs in October, 2015

I declare under penalty of perjury that the foregoing statements are true and correct and this declaration was signed on September 12, 2015 in Fresno, California.

015 in Fresno, California.

Mario Perez
Debtor